

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between Plaintiff, Donna Corbo ("Corbo") and the City of St. Paul ("City" or "Defendant"). The term "Released Parties" in this Agreement means the Defendant in the action of *Donna Corbo v. City of St. Paul*, the City of St. Paul, and all of its respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities (collectively "Released Parties"). Plaintiff and Defendant are collectively referred to as "The Parties."

WHEREAS, on or about January 9, 2020, Plaintiff mailed a copy of a draft Summons and Complaint to the City of St. Paul captioned "Donna Corbo v. City of St. Paul" ("the Litigation").

WHEREAS, The City denies it has engaged in any wrongdoing or that it may be liable on any grounds.

WHEREAS, the Parties wish to settle all of their differences without further costs to any of them.

WHEREAS, the Parties have agreed to a complete settlement of all of the claims made, and those that could have been made, in the Litigation and/or arising out of Plaintiff's employment with the Defendant.

NOW THEREFORE, in consideration of the promises and the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. In exchange for this Agreement and in full and final settlement, compromise, and release of all of Corbo's claims, the City agrees to take the actions described in this Agreement, including the payment of sums of money. Corbo hereby accepts these actions and payments in full settlement of all of her claims and potential claims as set forth herein. The parties agree that

the City is under no separate obligation to make such payments to her and that the payments are offered to Corbo solely and exclusively in settlement of any claim made, including those that could have been made, in the Litigation against the Released Parties.

2. Provided Corbo signs this Agreement and her attorneys provide a completed W-9, the following payments shall be made and shall be delivered to Christopher Moreland at MJSB Employment Justice LLP, within 20 business days after this Agreement is executed by Corbo and City Council approval and the rescission period has expired:

- a. In the amount of \$9,300.00, minus applicable state, federal, and FICA withholding, made payable to Donna Corbo. A W-2 tax form will be issued to Corbo with regard to this payment.
- b. In the amount of \$13,950.00, paid to Corbo as and for claimed emotional distress damages (with a 1099 (Misc. Box 3) issued to Corbo); and
- c. In the amount of \$5,000.00 paid to MJSB Employment Justice ("Corbo's Counsel") as and for attorneys' fees, for which an IRS Form 1099-MISC shall be issued to Corbo and Corbo's Counsel.

Corbo agrees that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to her by the City. Corbo agrees that she will be responsible for and indemnify the City for any and all State and federal tax liabilities and/or penalties, if any, regarding the payments described above.

3. Corbo acknowledges and agrees that the payment of sums and other terms herein constitute full and adequate consideration for this Agreement.

4. The City will pay all mediator's fees incurred in this matter.

5. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute, nor be construed to be an admission of, any wrongdoing or liability on the part of the Released Parties.

6. The parties understand that the release of information by the City about this matter is governed by Minn. Stat. § 13.01, et seq. (Minnesota Government Data Practices Act”) and Minn. Stat. § 15.17, et seq. (“Official Records Act”).

7. In consideration for the payments described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Corbo, for herself and her heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Released Parties from each and every legal claim or demand of any kind that Corbo ever had or might now have, whether or not any such claim is known to her. This release specifically includes, without limitation, all claims arising out of, or relating to, Corbo’s employment with the City, and all claims Corbo raised, or could have raised, in the Litigation.

8. Corbo fully understands that this is a full, final, and complete release of all claims she now has, whether latent, patent, disclosed or undisclosed, asserted or unasserted, known or unknown, foreseeable or unforeseeable, against the Released Parties, including, but not limited to, all claims for discrimination, harassment, retaliation, whistleblower, compensation, wage and bonus claims of any kind, all claims under Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Minnesota Human Rights Act, the Minnesota Whistleblower Act, and any other local, state, or federal laws, rules, regulations, ordinances, or executive orders, relating to illegal discrimination, retaliation, or whistleblower conduct in the workplace. Corbo also understands that she is releasing all claims as described above, including, but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all claims for penalties, all claims for attorneys’ fees, costs and disbursements

incurred by Corbo or any of her attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all claims for fraud or misrepresentation, all claims that Corbo was defamed, or that her civil or constitutional rights have been violated, or that she has been treated unfairly during her employment, her separation from employment, or her applications for employment, or that there has been a breach of an express or implied covenant of good faith and fair dealing, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

9. Corbo agrees to waive her right to any monetary recovery should the EEOC, MDHR, or any state or local agency, pursue any claims on Corbo's behalf. Further, to the extent applicable, Corbo agrees to seek withdrawal of any charges or complaints filed with the Minnesota Department of Human Rights and the Equal Employment Opportunity Commission to the fullest extent permitted by law. Corbo agrees that all of her allegations have been set forth in the charges, complaints, or correspondence which have already been provided to the City and its attorneys.

10. This Agreement does not waive or release any rights or claims of any kind that Corbo may have which arise out of acts occurring after she signs this Agreement.

11. Corbo understands that the Minnesota Human Rights Act permits her to rescind claims under that Act within 15 days of executing this agreement. Corbo understands that, in order to be effective, rescission must be in writing and delivered to: St. Paul Assistant City Attorney Anissa M. Mediger at St. Paul City Hall, St. Paul City Attorney's Office, 15 W Kellogg Boulevard, Suite 750, St. Paul, MN 55102 within the 15-day period. If mailed, the rescission or revocation must be postmarked within the 15-day period, addressed as set forth in the preceding sentence, and

sent by Certified Mail, Return Receipt Requested. If delivered by hand, it must be given to Assistant City Attorney Anissa M. Mediger within the 15-day period. Should Corbo choose to rescind this Agreement, all terms hereof shall be cancelled, and Corbo will not receive the settlement payment.

12. Corbo is represented by counsel and acknowledges and agrees that she has been advised by the City that she has the right to consult with an attorney prior to entering into this Agreement.

13. Corbo agrees that she will not reapply for a position of employment with the City, and that any such application shall be rejected by the City, to the extent allowed by law.

14. Corbo understands and agrees that this Settlement Agreement may be used to obtain a satisfaction of judgment, if necessary, concerning Corbo's claims referred to herein against the Released Parties, and to secure dismissal of any other legal action that currently exists or that could be brought in the future by Corbo against the Released Parties, and to provide proof of this settlement to any person and/or entity as necessary, related to and arising out of the same and/or similar facts and circumstances concerning Corbo's employment with the City.

15. Corbo further agrees to sign whatever documents may be necessary to obtain the withdrawal of any future claims, if any such claim is based upon events occurring prior to this settlement, and she further waives the right to receive monetary damages or other legal or equitable relief awarded by any court or governmental agency related to any such claim.

16. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest, and do not reflect any attempt to shift responsibility of past or future medical

treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") on this settlement, or Corbo's eligibility or entitlement to Medicare or Medicare benefits, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

17. Corbo warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Corbo is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare. Further, Corbo shall indemnify, defend, and hold harmless the City and any and all insurers (including non-Medicare-related) from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from the City and/or any and all insurers relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Corbo's alleged injuries or claims, Corbo will defend and indemnify the City and any and all insurers from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

18. The parties agree that this Agreement constitutes the entire agreement between them and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto.


19. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota.

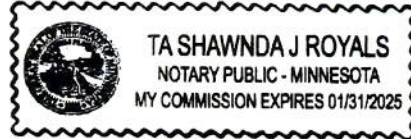
20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

21. Corbo agrees that she has read this Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.


Dated: 7-29-2022

  
Donna Corbo, Plaintiff

  
NOTARY SEAL: 7-29-22



Dated: 8/1/2022

MJSB EMPLOYMENT JUSTICE  
  
Christopher Moreland (#0278142)  
*Attorneys for Plaintiff*

Dated: \_\_\_\_\_

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